



DOCKET NO. JUDD01-00002
Customer No. 23990

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of : Mano Dorsey Judd
U.S. Serial No. : 10/821,112
Filed : April 8, 2004
For : VIRTUAL ANTENNA TECHNOLOGY (VAT) AND
APPLICATIONS
Group No. : 2821
Examiner : (Not Yet Assigned)

MAIL STOP MISSING PARTS

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

REQUEST FOR RECONSIDERATION OF PETITION UNDER 37 C.F.R. § 1.47(b)

In response to the Decision mailed November 23, 2004, the owner of the entire interest of the above-identified patent application requests reconsideration of the decision on the petition under 37 C.F.R. § 1.47(b) that the above-identified application be made on behalf of the inventor, Mano Dorsey Judd.

The Decision states that the petition lacks:

- (1) proof that the non-signing inventor cannot be reached or refused to sign the oath or declaration;

- (2) an acceptable oath or declaration;
- (5) proof of proprietary interest; and
- (6) proof of irreparable damage.

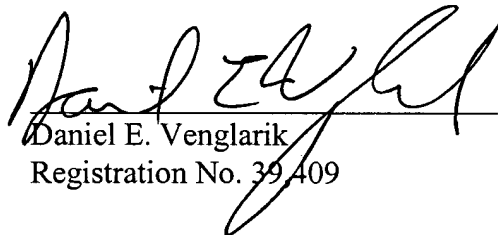
The attached Declaration in Support of Rule 1.47(b) Petition is believed to satisfy items (1), (5) and (6), and the attached Declaration and Power of Attorney is believed to satisfy item (2).

Accordingly, the owner of the entire interest requests the Patent Office grant this petition.

Respectfully submitted,

DAVIS MUNCK, P.C.

Date: 3-23-05


Daniel E. Venglarik
Registration No. 39,409

P.O. Drawer 800889
Dallas, Texas 75380
Tel: (972) 628-3600
FAX: (972) 628-3616
email: dvenglarik@davismunck.com



PACKET NO. JUDD01-00002

PATENT

DECLARATION AND POWER OF ATTORNEY

As a representative of DAVIS MUNCK, A Professional Corporation, to whom the inventor granted a security interest in the invention claimed in U.S. Provisional Patent Application No. 60/461,505, on information and belief, I hereby declare that:

Inventor Mano Dorsey Judd's last known residence, post office address and citizenship are as stated below next to his name.

I believe inventor Mano Dorsey Judd is the original, first and sole inventor of the subject matter which is claimed and for which a patent is sought on the invention, design or discovery entitled:

"VIRTUAL ANTENNA TECHNOLOGY (VAT) AND APPLICATIONS"

the specification of which is was filed on April 8, 2004 as serial no. 10/812,112.

I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above;

I acknowledge the duty to disclose to the Office all information known to me to be material to the patentability of this application as defined by Title 37, Code of Federal Regulations, § 1.56.

I hereby claim no foreign priority benefits under 35 U.S.C. § 119 of any foreign application(s) for patent or inventor's certificate on which priority is claimed.

**PRIOR FOREIGN/PCT APPLICATION(S) FILED WITHIN 12 MONTHS
(6 MONTHS FOR DESIGN) PRIOR TO THIS APPLICATION AND
ANY PRIORITY CLAIMS UNDER 35 U.S.C. §119(a)-(d)**

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or (f), or 365(b) of any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent, inventor's or plant breeder's rights certificate(s), or any PCT international application having a filing date before that of the application on which priority is claimed.

COUNTRY (OR INDICATE IF PCT	APPLICATION NO.	DATE OF FILING (Day, Month, Year)	PRIORITY CLAIMED UNDER 37 USC 119	
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No

CLAIM FOR BENEFIT OF PRIOR U.S. PROVISIONAL APPLICATION(S)
(34 U.S.C. §119(e))

I hereby claim the benefit under 35 U.S.C. 119(e) of any United States provisional application(s) listed below:

SERIAL NO.	DATE FILED	STATUS
60/461,505	April 9, 2003	Pending

CLAIM FOR BENEFIT OF EARLIER US/PCT APPLICATIONS
UNDER 35 U.S.C. § 120

I hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application(s) in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose to the Office all information known to me to be material to patentability as defined in § 1.56 which became available between the filing date of any prior application(s) and the national or PCT international filing date of this application.

SERIAL NO.	DATE FILED	STATUS

I hereby appoint:

William A. Munck, Registration No. 39,308
Daniel E. Venglarik, Registration No. 39,409

all of the firm of DAVIS MUNCK, P.C. my attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith, and to file and prosecute any international patent applications filed thereon before any international authorities under the Patent Cooperation Treaty.

Send correspondence to:

CUSTOMER NO.: 23990

Direct telephone calls to:

Daniel E. Venglarik
(972) 628-3600

Atty. Docket No.:

JUDD01-00002

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under § 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Full name of inventor:

Mano Dorsey Judd

Inventor's signature:

Date:

Residence (City, County, State):

Rockwall, Rockwall County, Texas

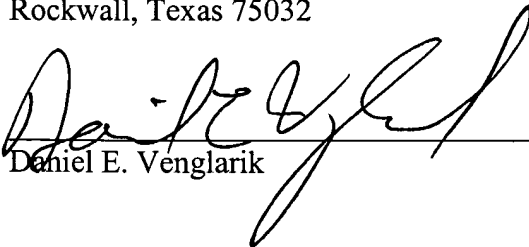
Citizenship:

United States

Post Office Address:

316 Harbor Landing Drive
Rockwall, Texas 75032

3-23-05
Date


Daniel E. Venglarik



BUCKET NO. JUDD01-00002
Customer No. 23990

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of : Mano Dorsey Judd
U.S. Serial No. : 10/821,112
Filed : April 8, 2004
For : VIRTUAL ANTENNA TECHNOLOGY (VAT) AND APPLICATIONS
Group No. : 2821

MAIL STOP MISSING PARTS

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

DECLARATION IN SUPPORT OF RULE 1.47(b) PETITION

Upon information and belief, I hereby declare that:

- (1) My name, address, and title are as shown below;
- (2) I am authorized to act on behalf of DAVIS MUNCK, A Professional Corporation;
- (3) Inventor Mano Dorsey Judd's last known physical mailing addresses are:

316 Harbor Landing Drive
Rockwall, Texas 75032

(4) As shown in the attached exhibits, a copy of the above-identified patent application and drawings and a declaration were sent to inventor Mano Dorsey Judd on May 11, 2004 and October 21, 2004. The letter dated May 11, 2004 was sent by certified mail, for which a return receipt postcard (copy attached) was received acknowledging delivery. Inventor Mano Dorsey Judd has

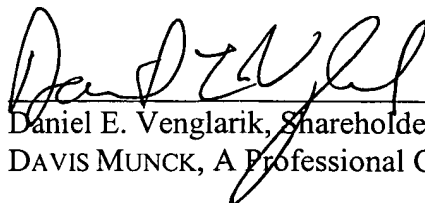
refused to sign the declaration.

(5) As shown in the attached exhibits, inventor Mano Dorsey Judd's representation agreement with DAVIS MUNCK, A Professional Corporation, grants a security interest in the patent application to DAVIS MUNCK, A Professional Corporation. DAVIS MUNCK, A Professional Corporation has executed on that security interest, and is now owner of 100% interest in the subject patent application.

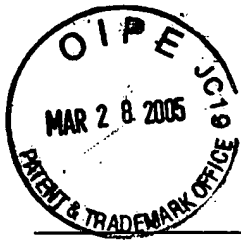
(6) This patent application was filed on April 8, 2004 and claims priority to a provisional patent application filed on April 9, 2003. The filing date of this patent application is necessary to preserve the priority rights of the provisional application and to prevent irreparable damage to DAVIS MUNCK, A Professional Corporation as a result of loss of such priority rights.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

3-23-05
Date


Daniel E. Venglarik, Shareholder
DAVIS MUNCK, A Professional Corporation

900 Three Galleria Tower
13155 Noel Road
Dallas, TX 75240



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 21, 2004

PTAS



102560209A

DOCKET CLERK
PO BOX 800889
DALLAS, TX 75380

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/23/2003

REEL/FRAME: 014519/0370
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

JUDD, MANO

DOC DATE: 02/07/2003

ASSIGNEE:

DAVIS MUNCK, P.C.
13155 NOEL ROAD, SUITE 900
DALLAS, TEXAS 75240

SERIAL NUMBER: 60461505,
PATENT NUMBER:

FILING DATE: 04/09/2003
ISSUE DATE:

DOCKETED

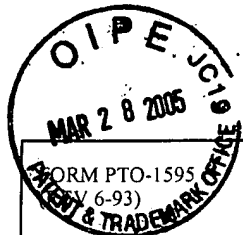
MAY -7 2004

ANTIONE ROYALL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECEIVED

APR 26 2004

DAVIS MUNCK



09-26-2003



102560209

FORM COVER SHEET
TS ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

ATTORNEY DOCKET NO. JUDD01-00002

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mano Judd

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Davis Munck, P.C.

Internal Address: 13155 Noel Road, Suite 900
Dallas, Texas 75240

Post Office Address: Same as above

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____

Execution Date: February 7, 2003

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed with a new application, the execution date of the application is:

A. Patent Application No. 60/461,505

B. Patent No.(s)

Filed: April 9, 2003

Additional numbers attached?

☐ Yes☒ No2003 SEP 23 AM 8:23
OPR/FINANCE

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Docket Clerk

Internal Address: P.O. Drawer 800889
Dallas, Texas 75380

Post Office Address: Same as above

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): 40.00

☒ Enclosed.☒ Any deficiencies or overpayments are authorized to be charged to
or credited to deposit account

8. Deposit account number: 50-0208

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Daniel E. Venglarik, Esq., Reg. No. 39,409

Signature

1-23-03
DateTotal number of pages including cover sheet, attachments, and document: 5

OMB No. 0651-0011

09/25/2003 EDOOPER 00000114 60461505

01 FC:8021

40.00 OP



JAMES E. DAVIS
(972) 628-3625

Email:
jdavis@davismunck.com

January 28, 2003

Dr. Mano Judd
c/o C5 Partners
12001 N. Central Expressway
Suite 1000, LB 118
Dallas, Texas 75243

Ré: *Engagement of Davis Munck, P.C. (the "Firm")*

Dear Dr. Judd:

We are delighted that you wish to retain the Firm to represent you in connection with: (1) the formation of a business entity (the "Company") to exploit your "Virtual Array Technology" and other associated Non-Virtual Array Technologies; (2) the preparation and filing of an application for a patent or patents in connection with the Virtual Array Technology and other Non-Virtual Array Technologies; (3) a review of certain of your agreements with your former employer; and (4) the Company's efforts to obtain financing, including the offer and sale of securities to third parties (the "Engagement").

We understand that it is your intention upon the formation of the Company to transfer your intellectual property rights in the above-described concepts to the Company. We also understand that it is your intention upon the formation of the Company that the Company, rather than you, individually, will become the Firm's client for all purposes in connection with the Engagement and that the Firm will look to the Company for payments due for services rendered by the Firm and not you individually once the transfer of intellectual property rights occurs.

Please read this letter agreement carefully, as it constitutes the contract between you, the Company and the Firm concerning the Engagement. Indeed, you may wish to retain separate legal counsel to assist you with your evaluation of the letter. If, after your review of this letter agreement, you find it satisfactory and you wish the Firm to continue to represent you and upon formation the Company, please sign it and return it to the Firm.

Dr. Mano Judd
January 28, 2003
Page 2

The Firm will invoice the Company on a monthly basis for expenses, if any, that are incurred in connection with the Engagement. Expenses may include filing fees, long distance telephone calls, facsimile charges, on-line database charges, photocopying, printing, mail, overnight courier services, messengers, and, in certain instances, secretarial overtime expenses. From time to time the Firm may request that individual Expenses of a significant amount be paid directly by you.

In connection with the Engagement, you have agreed to tender a pre-payment of \$5,000 to the Firm to cover a portion of the Firm's legal fees. This prepayment amount shall be paid to the Firm within ten business days after execution of the Engagement.

At your request, the Firm has agreed to defer certain of its fees (after applying the \$5,000 prepayment) in connection with the Engagement. Specifically, the Firm has agreed to defer up to \$15,000 in connection with the preparation and the filing of the patent applications (described above) and up to \$25,000 in connection with the other tasks that have been identified as part of the Engagement. The deferred fees will be due and payable by the Company upon the earlier of a funding event that brings the Company at least \$100,000 or June 30, 2003. If the Company receives (prior to June 30, 2003) funding in an amount less than \$100,000, then the Company will pay the Firm a *pro rata* portion of the Company's outstanding indebtedness to the Firm for legal fees, based on the amount of funding received. The remainder of the outstanding fees would then be due and payable on the earlier of June 30, 2003, or the Company's receipt of additional funding (subject to the same *pro rata* arrangement for funding in an amount less than \$100,000 on a cumulative basis).

You and the Company agree to grant to the Firm a security interest in the intellectual property associated with the patent applications described above. This security interest will secure the Company's obligation to pay all the Firm's fees and expenses incurred in connection with the Engagement. The Firm will not foreclose or otherwise execute on its security interest in the Company's intellectual property until after December 31, 2003; provided, however, if insolvency, bankruptcy, or other proceedings are initiated against the Company or its assets, either by the Company or by a third party, then the Firm immediately may assert its security interest to the fullest extent allowed by law. If the Firm is forced to execute on the security interest, it will be entitled to recover all fees and expenses that it incurs in connection with obtaining the patent and exploiting the patent and/or its associated intellectual property via license, litigation, or otherwise. Further, in the event of foreclosure, the Firm will have complete authority to control all efforts to exploit the intellectual property and/or the patent.

In consideration of the deferral of fees and the substantial risk that the Firm will not be paid more than \$5,000 in connection with the Engagement, you and the Company agree to issue common stock to the Firm or its designees in an amount equal to 3% of the total issued and outstanding common stock of the Company. If either you or the Company is able to satisfy in full the Company's outstanding obligation to the Firm for fees and expenses on or prior to June 30, 2003, then the Firm and/or its designees will return to the Company one-half of the common stock that was issued by the Company to the Firm and/or its designees in connection with this Engagement, and the fee deferral arrangements described in this letter would terminate.

In the event the Company is unable to satisfy in full its indebtedness to the Firm for fees and expenses, if any, on or prior to December 31, 2003, then the Company will, upon the Firm's request, assign a 50% interest in any and all patent applications and associated intellectual property to the Firm in exchange for all the common stock that was issued by the Company to the Firm in connection with the Engagement. In the event of such an assignment, the Firm will have complete authority to control all efforts to exploit the intellectual property and/or the patent application.

While the Texas Disciplinary Rules of Professional Conduct (the "TRPC") do not prohibit the acceptance of an equity interest in a client's enterprise, there are certain restrictions upon those arrangements. In particular, a lawyer may not enter into a business transaction with a client unless the transaction and terms in which the lawyer does so are fair and reasonable to the client and are fully disclosed in a manner that can be understood by the client. Additionally, the client must be given a reasonable opportunity to seek the advice of independent counsel in the transaction and must consent in writing to the transaction. In connection with meeting the Firm's obligations under the TRPC, we advise you to seek the advice of independent counsel concerning this agreement and your relationship with the Firm. Execution of this letter agreement will constitute your consent to the issuance of the shares to the Firm or its designees and the arrangements described in this letter agreement.

Any controversy, dispute, or claim arising out of or in connection with, or in relation to the interpretation, performance or breach of this letter agreement or the engagement of the Firm and legal services rendered by it or any of its owners or employees, including but not limited to fee disputes and legal malpractice, shall be finally determined, at the request of either party, by arbitration conducted in Dallas, Texas, in accordance with existing rules for commercial arbitration of the American Arbitration Association. The arbitrator shall award the prevailing party, in addition to the costs of the proceeding, that party's reasonable attorneys' fees. You acknowledge and agree that this provision eliminates your right to a jury or other trial in any and all disputes against the Firm or its owners or employees. As set forth above, you have the right to consult independent counsel about this and each other provision of this letter agreement.

Dr. Mano Judd
January 28, 2003
Page 4

This letter agreement is the entire agreement between the parties hereto and supersedes all prior oral or written agreements concerning the subject matter hereof. This letter agreement may be executed by facsimile or in counterparts, and each such counterpart shall be deemed to be an original agreement, but all such counterparts together shall constitute but one agreement. This letter agreement shall be governed by and construed under the laws of the State of Texas.

We look forward to representing you on the basis set forth in this letter agreement.

Very truly yours,

DAVIS MUNCK,
A PROFESSIONAL CORPORATION

By


JAMES E. DAVIS, PRESIDENT

AGREED:


Mano Judd 2/7/03

THE STATE BAR OF TEXAS INVESTIGATES AND PROSECUTES PROFESSIONAL MISCONDUCT COMMITTED BY TEXAS ATTORNEYS. ALTHOUGH NOT EVERY COMPLAINT AGAINST OR DISPUTE WITH A LAWYER INVOLVES PROFESSIONAL MISCONDUCT, THE STATE BAR'S OFFICE OF GENERAL COUNSEL WILL PROVIDE YOU WITH INFORMATION ABOUT HOW TO FILE A COMPLAINT. PLEASE CALL 1-800-932-1900 TOLL-FREE FOR MORE INFORMATION.



E-MAIL: dvenglarik@davismunck.com

October 21, 2004

Dr. Mano D. Judd
316 Harbor Landing Drive
Rockwall, Texas 75032

Re: U.S. Patent Application for "VIRTUAL ANTENNA TECHNOLOGY (VAT) AND APPLICATIONS"
Our File: JUDD01-00002

Dear Dr. Judd:

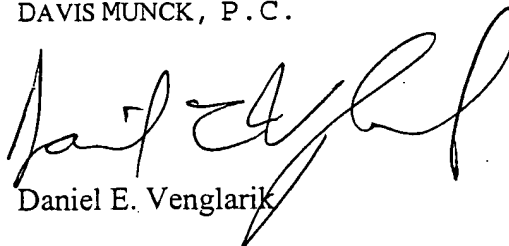
I write on behalf of Jim Davis, who is currently traveling. We write to ask once again that you participate in prosecution of the above-identified patent application. A copy of the application is attached for your review. Please review the application and provide us with any changes or comments that you may have.

If the application looks fine, please execute the enclosed declaration and return the signed original to us.

You may contact Jim at our offices next week should you have any questions or concerns.

Best Regards,

DAVIS MUNCK, P.C.



Daniel E. Venglarik

DEV/kc
Enclosures

cc: James E. Davis (w/o enclosures)



May 11, 2004

Dr. Mano D. Judd
316 Harbor Landing
Rockwall, TX 75032

Certified Article Number

7160 3901 9848 3588 2509

SENDERS RECORD

Re: U.S. Patent Application for "VIRTUAL ANTENNA TECHNOLOGY (VAT) AND APPLICATIONS"

Our File: JUDD01-00002

Dear Dr. Judd:

To protect the interests of DAVIS MUNCK, A Professional Corporation, in the intellectual property to which the above-identified invention(s) relate, and in particular to avoid loss of patent priority rights or patent rights to such intellectual property, our firm is electing to file and prosecute the above-identified application and take actions that are, in our sole judgment, necessary to secure patent protection.

A copy of the application as filed is attached. You are invited to participate in prosecution of that application. Specifically, we ask that you:

- (1) review the application and suggest changes to the claims,
- (2) sign a declaration, power of attorney and assignment once the application meets with your approval, and
- (3) pay one-half of the \$580.00 fees required by the U.S. Patent Office in connection with the application.

If you participate in prosecution of the application, we will keep you informed of the status of the application and accept your input regarding prosecution.

If you elect not to participate in prosecution of the application, we will prosecute the application under U.S. Patent Office rules that allow applications to proceed where the inventor(s) refuse to participate. In that case we may, at our sole discretion, inform you of events and/or seek your opinion regarding actions taken or being considered.

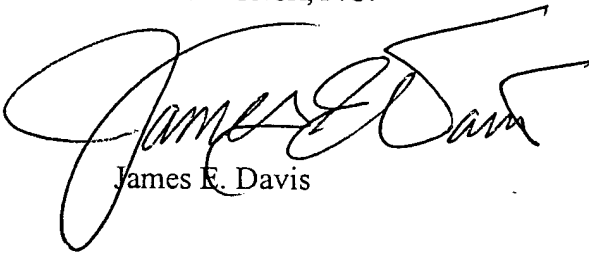
Please note that our actions are being undertaken to protect our interests in the intellectual property, and are not made on your behalf despite the coincidence of your interests with ours in this matter. DAVIS MUNCK, A Professional Corporation, does NOT currently represent either you or BeamWorks in this application, and our actions should not be taken as establishing a new attorney-client relationship in lieu of our recently-terminated representation.

Dr. Mano Judd
May 11, 2004
Page 2

Please contact us at your earliest convenience to discuss any changes to the application that you believe are advisable.

Very truly yours,

DAVIS MUNCK, P.C.

A handwritten signature in black ink, appearing to read "James E. Davis", is written over the typed name. The signature is fluid and cursive, with a large initial "J" and a stylized "E".

James E. Davis

DEV/kc
Enclosure



2. Article Number



7160 3901 9848 3588 2509

3. Service Type **CERTIFIED MAIL**4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Dr. Mano Judd
316 Harbor Landing Drive
Rockwall, Texas 75032

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent☐ AddresseeD. Is delivery address different from item 1?
If YES, enter delivery address below:☐ Yes☐ NoReference Information

JUDD01-02

JED

RECEIVED

MAY 17 2004

PS Form 3811, July 2001

Domestic Return Receipt

7160 3901 9848 3588 2509

TO: Dr. Mano Judd
316 Harbor Landing Drive
Rockwall, Texas 75032

SENDER: JED**REFERENCE: JUDD01-02**

PS Form 3800, June 2000

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

0.00

POSTMARK OR DATE

US Postal Service

Receipt for**Certified Mail**No Insurance Coverage Provided
Do Not Use for International Mail